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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/659,985	09/10/2003	Joshua D. Hug	REALNET.202A	4643
20995 7590 07/10/2007 KNOBBE MARTENS OLSON & BEAR LLP 2040 MAIN STREET FOURTEENTH FLOOR IRVINE, CA 92614			EXAMINER CERVETTI, DAVID GARCIA	
			ART UNIT 2136	PAPER NUMBER
			NOTIFICATION DATE 07/10/2007	DELIVERY MODE ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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Office Action Summary

Application No.

10/659,985

Applicant(s)

HUG ET AL.

Examiner

David G. Cervetti

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 26 April 2007.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-77 is/are pending in the application.
- 4a) Of the above claim(s) 1-14 is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 15-77 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 10 September 2003 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

1. Claims 1-77 are pending, claims 1-14 have been withdrawn, thus claims 15-77 have been examined.

Information Disclosure Statement

2. It is noted that no Information Disclosure Statement has been filed on this application.

Claim Objections

3. Claim 34 is objected to because of the following informalities: "then decrypting the at least one license", it is missing the period. Appropriate correction is required.

Claim Rejections - 35 USC § 102

4. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for a patent.

5. **Claims 1-77 are rejected under 35 U.S.C. 102(a) as being anticipated by Hurtado et al. (US Patent 6,611,812, hereinafter Hurtado).**

Regarding claim 15, Hurtado teaches

- a method of creating a protected audio storage medium, the method comprising (**abstract**):
- storing digital audio data on the audio storage medium (**col. 9, lines 20-55**);

- creating a first session on the medium, the first session containing audio data stored according to a first audio data storage format, the first session being readable by an electronic device configured to read audio data stored according to the first audio storage format (**col. 9, lines 20-55**);
- including on the first session at least one digital rights management license describing allowed uses for the audio data (**col. 10, lines 1-47**);
- including on the first session digital rights management software (**col. 10, lines 1-47**);
- encrypting the audio data on the first session so that the digital rights management software does not grant access to the digital audio data stored on the audio storage medium unless the digital rights management software determines that a requested access complies with the allowed uses described in the at least one digital rights management license (**fig. 18, col. 83, lines 45-67**);
- creating a second session on the medium, the second session containing audio data stored according to a second audio data storage format, the audio data representing the same audio data contained on the first session and being readable by an audio player associated with a computing device configured to read audio data stored according to the second audio storage format (**col. 84, lines 33-67**); and

- protecting the audio data contained on the second session so that the electronic device cannot access the audio data stored in the second session (**col. 85, lines 35-67**).

Regarding claim 27, Hurtado teaches

- a protected audio compact disc, comprising (**abstract**):
- a first session, readable by an audio compact disc player; audio data stored on the first session and protected so that the audio data on the first session cannot be decoded into a renderable media presentation by an optical media drive (**col. 9, lines 20-55**);
- a second session, readable by an optical media drive; at least one digital rights management license, written to the second session, and describing allowed uses for encrypted digital audio data (**col. 84, lines 33-67**);
- digital rights management software, stored on the second session (**col. 84, lines 33-67**);
- audio data stored on the second session, the second session audio data representing the same audio contained on the first session, and encrypted so that a computing device executing the digital rights management software will not allow access to the second session audio data unless the computing device determines that the access is in compliance with the allowed uses described in the at least one digital rights management license (**fig. 18, col. 83, lines 45-67**); and

- at least one decryption key, stored on the second session, such that the digital rights management software is configured to decrypt the encrypted digital audio data using the decryption key (**col. 84, lines 33-67**).

Regarding claim 39, Hurtado teaches

- a system for protecting audio content, the system comprising (**abstract**):
- a computing device (**fig. 18**);
- at least one audio content file, stored on the computing device (**col. 82, lines 55-67, col. 83, lines 1-15**);
- at least one digital rights management license, stored on the computing device, describing allowed uses for the at least one digital audio content file (**col. 82, lines 55-67, col. 83, lines 1-15**);
- digital rights management software, stored on the computing device, configured to allow access to the at least one audio content file only if the access is in compliance with the uses described in the at least one digital rights management license (**col. 82, lines 55-67, col. 83, lines 1-15**); and
- wherein the at least one audio content file, the at least one digital rights management license, and the digital rights management software were installed on the computing device from a digital audio medium (**col. 82, lines 55-67, col. 83, lines 1-15**).

Regarding claim 45, Hurtado teaches

- a method of transferring digital audio data from a protected audio storage medium to a storage device on a computing device, the method comprising **(abstract)**:
- copying at least one encrypted audio file from the protected audio storage medium to the storage device, along with encryption keys that can be used to decrypt these files **(summary, col. 5, lines 56-67)**; and
- copying at least one digital rights management license from the protected audio storage medium to the storage device, the digital rights management license describing types of access that are allowed for the at least one copied audio file **(summary, col. 5, lines 56-67)**;
- wherein the copied digital rights management software is configured to allow access to the at least one copied audio file only if the access is in compliance with the types of access described in the at least one digital rights management license **(col. 9, lines 45-67, col. 10, lines 1-47)**.

Regarding claim 50, Hurtado teaches

- a method of playing digital audio data stored on a protected digital audio medium using digital rights management software on a computing device **(abstract)**, the method comprising:
- determining if the at least one digital rights management license on the digital audio medium allows playback of the digital audio data stored thereon **(col. 9, lines 45-67)**;

- decrypting encrypted digital audio data contained on the protected digital audio medium in response to said determining (**col. 10, lines 1-47**); and
- causing the decrypted digital audio data to be played on the computing device (**col. 14, lines 20-55**).

Regarding claim 60, Hurtado teaches

- a method of transferring digital audio data from a protected digital audio storage media to an external device, the method comprising (**abstract**):
- loading digital rights management software from the protected media (**summary, col. 5, lines 56-67**);
- retrieving a digital rights management license from the protected media (**summary, col. 5, lines 56-67**);
- determining that transfer of the digital audio data is allowed by the retrieved digital rights management license (**col. 9, lines 45-67**); and
- transferring at least one audio file to the external device (**col. 9, lines 45-67, col. 10, lines 1-47**).

Regarding claim 68, Hurtado teaches

- a medium readable by a computing device, the medium containing instructions which, when executed, perform the method comprising (**abstract**):
- locating a digital rights management license on the medium (**summary, col. 5, lines 56-67**);

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- determining if the license on the medium allows playback (**col. 9, lines 45-67**);
- decrypting encrypted digital audio data contained on the medium (**col. 10, lines 1-47**); and
- playing the decrypted audio data (**col. 14, lines 20-55**).

Regarding claim 16, Hurtado teaches wherein encrypting the audio data comprises: separating the audio content into packets of audio data; encrypting the packets; storing the encrypted packets to the medium; storing at least one audio decryption key on the medium such that the digital rights management software, when executed on a computer, uses the at least one decryption key to decrypt the packets and allows access to the audio.

Regarding claim 17, Hurtado teaches wherein encrypting the audio data further comprises: creating at least two audio encryption keys; for every audio encryption key, encrypting at least one packet with that key; encrypting every packet with the at least two audio encryption keys; and wherein the at least one audio decryption key comprises sufficient decryption keys to decrypt all of the encrypted packets (**col. 17, lines 50-67, col. 18, lines 1-10**).

Regarding claim 18, Hurtado teaches wherein the audio encryption keys are symmetric, and wherein storing the decryption keys comprises: generating at least one protection encryption key for each of the at least two audio encryption keys; encrypting each audio encryption key with an associated protection encryption key; storing the at

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least one encrypted audio encryption key on the medium, to serve as decryption keys; and storing at least one protection decryption key on the medium, such that the protection decryption keys decrypt the at least one audio encryption key (**col. 17, lines 50-67, col. 18, lines 1-10**).

Regarding claims 25 and 35, Hurtado teaches wherein the audio data on the first / second session comprises a plurality of separate audio recordings; wherein the at least one digital rights management license comprises a plurality of digital rights management licenses; and wherein at least one of the plurality of digital rights management licenses describes allowed uses for a specific track (**fig. 18, col. 83, lines 45-67**).

Regarding claim 36, Hurtado teaches wherein the plurality of digital rights management licenses contains a license describing uses for a plurality of audio recordings written on the second session in addition to the at least one license that describes uses for a specific audio recording (**col. 83, lines 45-67**).

Regarding claim 37, Hurtado teaches at least one validation code associated with the digital rights management software and written on the compact disc, wherein the at least one code represents a cryptographically-signed hash of a canonical representation of at least one section of the digital rights management software code, and wherein the digital rights management software is configured to detect tampering or replacement of the at least one section of code at the time the code is executed by performing a runtime hash of the at least one section of code and comparing the

runtime hash to the stored cryptographically-signed hash (**col. 87, lines 32-67, col. 88, lines 1-16**).

Regarding claim 38, Hurtado teaches protected playback software, written to the compact disc, the playback software configured to be copied to a storage device to play the audio data (**col. 87, lines 32-67, col. 88, lines 1-16**).

Regarding claim 40, Hurtado teaches a hard drive, coupled to the computing device; an identifier, stored on the hard drive; and wherein the at least one digital rights management license is associated with a hard drive identifier so that the digital rights management software does not allow access to the at least one audio content file unless the identifier with which the at least one license is associated is the same as the identifier stored on the hard drive (**col. 82, lines 55-67, col. 83, lines 1-15**).

Regarding claim 41, Hurtado teaches wherein the digital rights management software comprises a generic module and a unique module (**col. 82, lines 55-67, col. 83, lines 1-15**).

Regarding claim 42, Hurtado teaches at least one validation code, corresponding to at least one predetermined software module and computed prior to the software module being stored on the computing device; and validation software, configured to determine if predetermined software modules is trusted by computing at least one checksum for at least one software module in the validation code (**col. 87, lines 32-67, col. 88, lines 1-16**).

Regarding claim 43, Hurtado teaches wherein: the at least one validation code is a canonically-ordered series of bytes from the module; and comparing checksums

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against comprises: decrypting the cryptographically-signed hash; system and comparing those checksums against the prior-computed cryptographically-signed hash of a at least one predetermined software the prior-computed validation code performing a hash on the at least one software module in the system; and comparing the results of the two hashes to see if they match (**col. 87, lines 32-67, col. 88, lines 1-16**).

Regarding claim 46, Hurtado teaches determining whether the computing device has digital rights management software and secure playback software that are compatible with playing the at least one encrypted audio file; and installing the compatible digital rights management software or secure playback software if the computing device does not have them (**col. 87, lines 32-67, col. 88, lines 1-16**).

Regarding claim 47, Hurtado teaches encrypting the at least one digital rights management license and wherein the copied digital rights management software does not allow access to the at least one copied audio file unless the at least one digital rights license is decrypted (**col. 47, lines 25-67**).

Regarding claim 48, Hurtado teaches wherein encrypting the at least one digital rights management license comprises: generating a binding identifier for the storage device; storing the identifier on the storage device such that it is difficult to modify; generating an encryption key using the binding identifier as a key; and encrypting the at least one digital rights management license using the generated encryption key; and wherein the digital rights management software is configured to create a decryption key for the at least one license using the binding identifier as a key (**col. 86, lines 1-45, col. 89, lines 1-45**).

Regarding claims 52, 62, and 70, Hurtado teaches authenticating software stored on the device to verify that the software has not been tampered with or modified and is trusted to protect against unauthorized copying of the files / instructions which, when executed, perform the step of authenticating software stored on the computing device to verify that it has not been tampered with or modified (**col. 87, lines 32-67, col. 88, lines 1-16**).

Regarding claim 63, Hurtado teaches wherein the external device is a compact disc burner (**col. 9, lines 20-45**).

Regarding claim 64, Hurtado teaches wherein the external device is a portable audio player (**col. 9, lines 20-45**).

Regarding claim 65, Hurtado teaches translating the at least one audio file into a format compatible with the external device (**col. 11, lines 5-45**).

Regarding claim 66, Hurtado teaches transferring digital rights management software and at least one digital rights management license from the protected audio media to the external device (**col. 9, lines 45-67**).

Regarding claim 67, Hurtado teaches wherein the external device contains digital rights management software and further comprising: translating the at least one digital rights management license into a format compatible with the software on the external device; and transferring the translated digital rights management license to the external device (**col. 10, lines 30-67**).

Regarding claims 28, 53, and 71, Hurtado teaches wherein the encrypted audio data comprises encrypted packets of audio data (**col. 10, lines 1-47**).

Regarding claims 29, 54 and 72, Hurtado teaches wherein the plurality of encrypted packets are encrypted with a plurality of encryption keys, and wherein the at least one decryption key comprises sufficient decryption keys to decrypt all of the encrypted packets / wherein decrypting the audio data comprises: locating a decryption key on the medium; and decrypting the packets of audio data using the audio decryption key (**col. 30, lines 34-61**).

Regarding claims 55 and 73, Hurtado teaches the decryption key is itself encrypted with a protection encryption key; the medium contains a protection decryption key which decrypts the encrypted audio decryption key; and wherein locating the decryption key on the medium comprises decrypting the encrypted audio decryption key using the protection decryption key (**col. 17, lines 50-67, col. 18, lines 1-10**).

Regarding claims 19, 56, and 74, Hurtado teaches the protection encryption keys comprises a generic protection encryption key and a unique protection encryption key; and the protection decryption keys comprises a generic protection encryption key and a unique protection encryption key (**col. 17, lines 50-67, col. 18, lines 1-10**).

Regarding claims 20 and 30, Hurtado teaches wherein storing the protection decryption keys comprises integrating them inside the digital rights management software (**col. 85, lines 35-67**).

Regarding claims 21 and 31, Hurtado teaches wherein the digital rights management software is made tamper-resistant (**col. 87, lines 32-67, col. 88, lines 1-16**).

Regarding claims 22 and 32, Hurtado teaches additionally comprising: placing a binding identifier on the medium, such that the binding identifier cannot be copied if the contents of the medium are duplicated on another medium; associating the at least one digital rights management license with the binding identifier; and wherein the digital rights management software does not allow access to the encrypted audio data unless the proper associated unique identifier is present on the medium (**col. 86, lines 1-45**).

Regarding claims 23 and 33, Hurtado teaches wherein associating the license with the binding identifier comprises encrypting the at least one license and a copy of the binding identifier together and including this encrypted file on the medium; and wherein the digital rights management software does not allow access to the encrypted audio data based on rules described in the encrypted license unless the associated copy of the binding identifier, once decrypted, matches the binding identifier present on the medium (**col. 89, lines 1-45**).

Regarding claims 24 and 34, Hurtado teaches wherein associating the license with the binding identifier comprises: using the binding identifier as a seed to create a license encryption key; and encrypting the at least one license with the encryption key; and wherein the digital rights management software is configured make a determination of whether the software will allow access to the encrypted audio data by using the binding identifier to create a decryption key, and then decrypting the at least one license (**col. 88, lines 33-67**).

Regarding claims 57 and 75, Hurtado teaches wherein the audio decryption keys are symmetric (**col. 17, lines 50-67, col. 18, lines 1-10**).

Regarding claims 58 and 76, Hurtado teaches instructions which, when executed, perform the steps of: generating a symmetric playback protection key; encrypting the audio decryption key with the symmetric key; and wherein decrypting encrypted audio further comprises decrypting the encrypted audio decryption key prior to decrypting the packets of audio data (**col. 17, lines 50-67, col. 18, lines 1-10**).

Regarding claims 59 and 77, Hurtado teaches wherein playing the encrypted audio further comprises deleting the audio decryption key and the decrypted packets of audio data from memory (**col. 51, lines 1-35**).

Regarding claims 26, 44, 49, 51, 61, and 69, Hurtado teaches wherein the protected media / medium is a compact disc (**fig. 18**).

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Conclusion


Any inquiry concerning this communication or earlier communications from the examiner should be directed to David G. Cervetti whose telephone number is (571)272-5861. The examiner can normally be reached on Monday-Tuesday and Thursday-Friday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Nasser Moazzami can be reached on (571)272-4195. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

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